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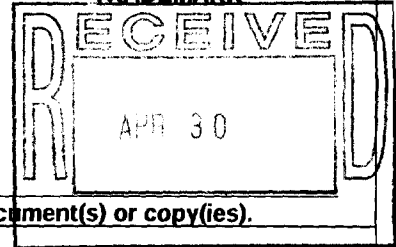
FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

05-05-1999

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



101028689
RECORDATION FORM COVER SHEET
TRADEMARKS ONLY



TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger Effective Date
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
03311999

Name UNISITE, INC.

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name Fleet National Bank, as Agent

DBA/AKA/TA

Composed of

Address (line 1) One Federal Street Mail Stop: MAOFD03D

Address (line 2)

Address (line 3) BOSTON MA 02110
City State/Country Zip Code

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

05/04/1999 JSHABAZZ 00000076 75438154

FOR OFFICE USE ONLY

01 FC:481 40.00 DP
02 FC:482 150.00 DP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 1892 FRAME: 0147

Domestic Representative Name and Address

Enter for the first Receiving Party only.

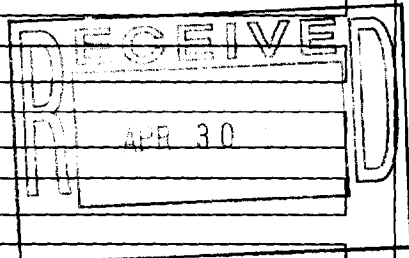
Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)



Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text" value="75438154"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2175095"/>	<input type="text" value="2083746"/>	<input type="text"/>
<input type="text" value="75433790"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2083745"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75438186"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2085758"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment: Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Nicholas Formisano

A handwritten signature in black ink, appearing to read "Nicholas Formisano".

4/21/99

Name of Person Signing

Signature

Date Signed

SECURITY AGREEMENT (TRADEMARKS and PATENTS)

This Security Agreement (Trademarks and Patents) is made as of March 31, 1999 by UNISITE, INC. ("Debtor"), a Delaware corporation having a place of business at 3450 Buschwood Park Drive, Suite 250, Tampa, FL 33618, in favor of FLEET NATIONAL BANK, as agent (in such capacity, together with its successors and assigns in such capacity, the "Agent") for the benefit of each of the financial institutions who are or who become Lenders under, and as defined in, the Credit Agreement referred to below (collectively with Lenders, the "Secured Parties").

1. Recitals.

A. The Debtor, certain of the Secured Parties and the Agent are entering into a Credit Agreement of even date herewith (as the same may be amended, restated, renewed, replaced, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which certain of the Secured Parties are extending credit to the Debtor.

B. The Debtor is the owner of all right, title and interest, in and to the, (i) registrations and applications for registration of the trademarks and the trade names listed and described in Schedule A attached hereto, along with all assumed names used by Debtor (collectively, the "Trademarks") and (ii) registrations and applications for registration of the patents listed and described in Schedule A attached hereto (collectively, the "Patents"). Secured Parties, for the benefit of themselves, their successors and assigns, subject to the terms and agreements contained herein, wish to acquire a security interest in the Trademarks and Patents, together with all of the goodwill of the business in connection with which such Trademarks and Patents are used as security for the loans made by Secured Parties to Debtor under the Credit Agreement, and all other obligations of Secured Parties to Debtor, direct or indirect, absolute or contingent, secured or unsecured and now existing or hereafter arising (the "Obligations").

2. Security Interest. The Debtor does hereby grant to Agent on behalf of the Secured Parties and to each of the Secured Parties a security interest in the Trademarks and Patents listed on Schedule A hereto, together with all of the goodwill of the business in connection with which the Trademarks and Patents are used, all claims for damage by reason of infringement of any such Trademarks and Patents, and any and all proceeds of the Trademarks and Patents including personal property purchased with cash proceeds. The security interest hereby granted shall secure the Obligations.

3. Further Assurances. The Debtor hereby agrees to execute and sign, without further consideration, any other legal document and to do all other acts that may be appropriate and may reasonably be deemed necessary by Secured Parties fully to secure the

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Secured Parties, their interests as aforesaid in and to said applications, or any part thereof, and in and to the Trademarks and Patents, or any of them. The Debtor further covenants and agrees that it will at any time, upon request, communicate to the Secured Parties, their successors, assigns or other legal representatives, any facts known to it relating to the Trademarks or Patents and any applications therefor.

4. Encumbrances. The Debtor does hereby covenant for itself and its legal representatives that it has not previously assigned, mortgaged or permitted any lien or encumbrance to exist with respect to any Trademark or Patent or granted any license to use the same outside of the ordinary course of business, and that in connection therewith, the Debtor will not henceforth assign, encumber or execute any instrument to that effect without the prior written consent of Secured Parties.

5. Use of Collateral. Until the Debtor shall be in default under **Section 6** hereof, Debtor may exercise any and all rights with respect to the Trademarks or Patents, including the right to pursue and enforce any and all claims for damage by reason of infringement of the Trademarks and Patents.

6. Default. The Debtor shall be in default hereunder upon the occurrence and during the continuation of any Event of Default under the Credit Agreement, or upon default by the Debtor in the performance of any covenant or condition contained herein. Notice of the time and place of any public sale, or of the date after which a private sale of the collateral granted to Secured Parties hereby, shall be deemed reasonable if given at least twenty (20) days before the date of any public sale or the date after which a private sale shall take place. The Secured Party may deduct from the proceeds of any such sale its costs and expenses of taking, holding and selling such collateral, including its reasonable attorneys' fees.

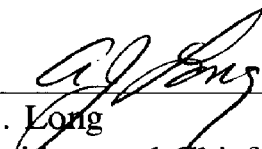
7. Release. Upon payment in full of the Obligations, the Secured Parties shall execute and deliver to the Debtor such instruments as may be necessary in order to fully release the security interests granted hereby.

The Next Page is the Signature Page.

IN WITNESS WHEREOF, the Debtor acting through its duly authorized officer has hereunto set his hand and seal as of the day and year first above written.

UNISITE, INC.

By: _____


Arthur J. Long

Vice President and Chief Financial Officer

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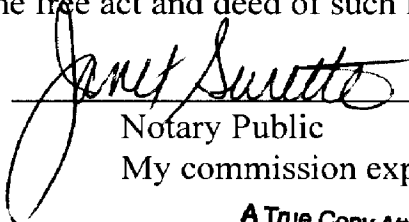
TRADEMARK
REEL: 1892 FRAME: 0151

COMMONWEALTH OF MASSACHUSETTS

Suffolk ss.

March 31, 1999

Then personally appeared the above-named Arthur J. Long, Vice President and Chief Financial Officer of the Debtor named in the foregoing Security Agreement (Trademarks and Patents) and acknowledged the same to be the free act and deed of such Debtor.



Notary Public

My commission expires:

A True Copy Attest
JANET SURETTE
NOTARY PUBLIC
My commission expires Oct 30, 03

Schedule A

Registered Trademarks

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
UNISITE	2,175,095	May 12, 1998
UNISTAR	2,083,745	July 29, 1997
UNIBASE	2,085,758	August 5, 1997
INSITE	2,083,746	July 29, 1997

Trademark Applications

<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Status</u>
TOWERING ABOVE THE REST	75-438, 154	February 23, 1998	pending
UNISITE (and Design)	75-433, 790	February 13, 1998	pending
UNISITE TOWERING ABOVE THE REST (and Design)	75-438, 186	February 23, 1998	pending

Patents

Registered Patents

<u>Patent Title</u>	<u>U.S. Patent No.</u>	<u>Issue Date</u>
Method of and Apparatus for Performing Antenna Cosite Analysis	5,875,391	February 23, 1999

Patent Application

Patent Title

Serial No.

Filing Date

Method of and Apparatus for
Performing Antenna Cosite Analysis

09/195722

November 18, 1998

EDWARDS & ANGELL, LLP

COUNSELLORS AT LAW

since 1874

Nicholas Formisano
(617) 951-2294

101 FEDERAL STREET
BOSTON, MA 02110-1800
(617) 439-4444
FAX (617) 439-4170

April 21, 1999

VIA FEDERAL EXPRESS

Commissioner of Patents
& Trademarks
2800 Crystal Drive
10th Floor
Arlington, VA 22202

Re: Assignment of Trademark Registrations

Dear Sir or Madam:

Enclosed please find for recordation (i) The Recordation Form Cover Sheet, (ii) Trademark Security Agreement from UniSite, Inc. to Fleet National Bank, as Agent, and (iii) a check made payable to the U.S. Patent and Trademark Office in the amount of \$190.00 which I understand to be the correct filing fee.

Please date-stamp the enclosed photocopy of this letter and coversheet and return it to me in the enclosed self-addressed and stamped envelope at your earliest convenience. Thank you for your cooperation with this matter. Please call me if you have any questions regarding the enclosed.

Sincerely,



Nick Formisano

Enclosures

cc: Betsy H. Munnell, Esq.

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